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8 EMPAWA AFRICA MUSIC SERVICES  
LIMITED and EZEANI CHIDERA  
9 GODFREY p/k/a DERA

10  
11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**

14 EMPAWA AFRICA MUSIC  
15 SERVICES LIMITED; AND EZEANI  
16 CHIDERA GODFREY p/k/a DERA,

17 Plaintiffs,

18 v.

19 BENITO ANTONIO MARTINEZ  
OCASIO p/k/a BAD BUNNY;  
20 ORCHARD ENTERPRISES NY, INC.;  
ORCHARD ENTERPRISES LLC;  
21 RIMAS ENTERTAINMENT LLC;  
RSM PUBLISHING LLC; ROBERTO  
JOSE ROSADO TORRES, JR. p/k/a LA  
22 PACIENCA; CREATIVE PARK  
PUBLISHING; MARCO DANIEL  
23 BORRERO p/k/a MAG; UNIVERSAL  
MUSIC CORP.; SONGS OF  
24 UNIVERSAL, INC.; SPOTIFY USA  
INC.; WARNER-TAMERLANE  
25 PUBLISHING CORP.; APPLE INC.  
d/b/a APPLE MUSIC; and DOES 1  
26 through 10, inclusive,

27 Defendants.  
28

Case No. 2:25-cv-03944

**COMPLAINT FOR COPYRIGHT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs EMPAWA AFRICA MUSIC SERVICES LIMITED (“Empawa”)  
 2 and EZEANI CHIDERA GODFREY p/k/a DERA (“Dera”) (collectively,  
 3 “Plaintiffs”), by their attorneys, Manatt, Phelps & Phillips, LLP, allege the  
 4 following in support of their claims and causes of action against BENITO  
 5 ANTONIO MARTINEZ OCASIO p/k/a BAD BUNNY (“Bad Bunny”),  
 6 ORCHARD ENTERPRISES NY, INC., ORCHARD ENTERPRISES LLC  
 7 (collectively, with Orchard Enterprises NY, Inc., “The Orchard”), RIMAS  
 8 ENTERTAINMENT LLC (“Rimas”), RSM PUBLISHING LLC (“RSM”),  
 9 ROBERTO JOSE ROSADO TORRES, JR. p/k/a LA PACIENCA (“Torres”),  
 10 CREATIVE PARK PUBLISHING (“Creative Park”), MARCO DANIEL  
 11 BORRERO p/k/a MAG (“Borrero”), UNIVERSAL MUSIC CORP. (“UMC”),  
 12 SONGS OF UNIVERSAL, INC. (“SOU” and, collectively with UMC, “UMPG”),  
 13 SPOTIFY USA INC. (“Spotify”), WARNER-TAMERLANE PUBLISHING  
 14 CORP. (“W-T”), APPLE INC. d/b/a APPLE MUSIC (“Apple”), and DOES 1-10,  
 15 inclusive (all of the foregoing defendants, collectively, “Defendants”).

### 16 NATURE OF THE ACTION

17 1. It is not very often that a musical artist of Bad Bunny’s caliber and  
 18 sophistication uses someone else’s music without permission, and then ignores the  
 19 person’s efforts to resolve the problem. Such a response is especially surprising  
 20 when the unauthorized use pervades the entirety of the musical artist’s work.  
 21 Unfortunately, these are the circumstances here. Bad Bunny and several of the  
 22 other defendants turned a blind eye to the concerns that Plaintiffs repeatedly raised  
 23 with them about their unauthorized use and misappropriation of Plaintiffs’ musical  
 24 works, leaving Plaintiffs with no choice but to file this lawsuit.

25 2. Dera, a songwriter previously signed to Empawa, wrote and recorded  
 26 an instrumental work *Empty My Pocket (Instrumental)* (respectively, the “Original  
 27 Composition” and “Original Recording”) in 2019. At different points in time  
 28 between 2019 and early 2021, Dera and Joseph Akinwale Akinfenwa-Donus p/k/a

1 Joeboy, a songwriter and recording artist signed to Empawa, wrote and recorded  
 2 lyrics that they added to the Original Composition and Original Recording to create  
 3 a new composition (the “Second Composition”) and new recording (the “Second  
 4 Recording”) entitled *Empty My Pocket* (all of the foregoing musical works,  
 5 collectively, the “Plaintiffs’ Works”). As detailed further below, Plaintiffs are the  
 6 registered claimants of the copyrights in the Plaintiffs’ Works.

7 3. On information belief, Lekan Adesina p/k/a Lakizo (“Lakizo”), a  
 8 music producer and distributor in Nigeria furnished a copy of *Empty My Pocket* to  
 9 Bad Bunny and/or Rimas. Lakizo, however, is not an author of *Empty My Pocket*  
 10 (or any of the other Plaintiffs’ Works), and does not have – and never had – the  
 11 right to prepare or authorize others to prepare derivative works based on *Empty My*  
 12 *Pocket* (or any of the other Plaintiffs’ Works).

13 4. Without seeking or obtaining Plaintiffs’ consent, Bad Bunny, Torres,  
 14 and Borrero sampled and otherwise incorporated *Empty My Pocket* – and, in doing  
 15 so, all of the Plaintiffs’ Works – in the musical composition and sound recording  
 16 *Enséñame a Bailar* (respectively, the “Infringing Composition” and “Infringing  
 17 Recording”) on his chart-topping album *Un Verano Sin Ti* (the “Infringing  
 18 Album”). Without seeking or obtaining Plaintiffs’ consent, Bad Bunny, Rimas, and  
 19 The Orchard also prepared and released a music video embodying the Infringing  
 20 Composition and Infringing Recording (the “Infringing Video”) that, upon  
 21 information and belief, has garnered more than 60 million views to date on  
 22 YouTube alone. In addition, without seeking or obtaining Plaintiffs’ consent, upon  
 23 information and belief, Bad Bunny performed the Infringing Composition with  
 24 Plaintiffs’ Works playing as his backing track during his first-ever stadium tour –  
 25 marketed and promoted as the “World’s Hottest Tour” – in support of the Infringing  
 26 Album, including in Los Angeles, California (the “2022 Tour”).

27 5. The use of Plaintiffs’ Works in the Infringing Recording, Infringing  
 28 Composition, Infringing Album, and Infringing Video (collectively, the “Infringing

1 Works”) is extensive and beyond question. Plaintiffs’ Works comprise virtually the  
 2 entirety of the musical bed and a portion of the lyrics in the Infringing Recording  
 3 and Infringing Composition, and, as such, account for a significant portion of the  
 4 appeal of the Infringing Works.

5 6. Upon learning of the use of the Plaintiffs’ Works in the Infringing  
 6 Works, Plaintiffs raised their concerns with representatives of Bad Bunny and the  
 7 principal companies responsible for the distribution and other exploitation of the  
 8 Infringing Works, including Rimas, RSM, The Orchard, and UMPG. Plaintiffs  
 9 made several overtures to these defendants seeking a resolution that would address  
 10 past unauthorized uses, and allow future uses, of Plaintiffs’ Works in the Infringing  
 11 Works. Plaintiffs unconditionally complied with these defendants’ requests to  
 12 substantiate Plaintiffs’ ownership of the Plaintiffs’ Works, including by giving their  
 13 representatives (i) an unredacted copy of the agreement Empawa entered into with  
 14 Lakizo granting him a limited right to distribute the Second Recording; and (ii)  
 15 sound files and other evidence conclusively demonstrating that Lakizo did not  
 16 author or co-author any of Plaintiffs’ Works. Despite Plaintiffs’ cooperation, these  
 17 defendants stonewalled Plaintiffs after receiving the requested information, making  
 18 clear that Plaintiffs’ only option for obtaining redress for the violation of their  
 19 rights would be through the courts.

## 20 **THE PARTIES**

21 7. Empawa is a private limited company organized under the laws of the  
 22 United Kingdom, and has its principal place of business in England. Empawa does  
 23 business under its own name and under the name emPawa Africa Limited.

24 8. Dera is a songwriter, producer, and recording artist who resides in  
 25 Lagos, Nigeria.

26 9. Bad Bunny is an individual who, upon information and belief, owns a  
 27 home and resides in Los Angeles, California. Upon information and belief, and as  
 28 detailed further below, Bad Bunny has purposefully sought out and entered into

1 business relationships with various entities headquartered in the State of California,  
 2 including, without limitation, UMC (which administers his rights in the Infringing  
 3 Composition and other musical compositions) and non-parties Global Music  
 4 Rights, LLC (“GMR”), United Talent Agency, LLC (“UTA”), and Live Nation  
 5 Entertainment, Inc. (“Live Nation”), through which he has received at least tens of  
 6 millions of dollars of income. In addition, upon information and belief, and as  
 7 further detailed below, Bad Bunny purposefully chose to make the State of  
 8 California the principal focus of the U.S. leg of the 2022 Tour, playing more shows  
 9 and generating far more revenues there than in any other state. Moreover, upon  
 10 information and belief, Rimas and Bad Bunny, on the one hand, and Apple, a  
 11 California corporation, on the other hand, have closely collaborated with each  
 12 other, including, without limitation, in connection with promoting and showcasing  
 13 the Infringing Album and Bad Bunny. Noah Assad (“Assad”), the head of Rimas  
 14 and Bad Bunny’s manager, highlighted the close working relationship between Bad  
 15 Bunny and Apple in comments to *Music Business Worldwide* shortly after the  
 16 Infringing Album’s release, noting that Apple will “always help [Bad Bunny]  
 17 achieve what he has in mind and it’s always a cross collaboration with them. We’re  
 18 very happy with the partnership and we hope to be [partners for] many years to  
 19 come.”

20 10. Rimas is a limited liability company organized under the laws of the  
 21 Commonwealth of Puerto Rico, the sole members of which, upon information and  
 22 belief, are Bad Bunny, The Orchard, and Assad. Upon information and belief,  
 23 Rimas (i) manages Bad Bunny; (ii) controls the rights, among others, to his  
 24 recording and live performance services, and, through RSM, his songwriting  
 25 services; and (iii) recommended, coordinated, and directed the procurement for its  
 26 and Bad Bunny’s joint benefit one or more of the agreements concerning such  
 27 services referenced in this Complaint. Additionally, Rimas purports to own the  
 28 copyrights in and to all of the sound recordings embodied in the Infringing Album,

1 including the Infringing Recording, and the Infringing Video.

2 11. RSM is a limited liability company organized under the laws of the  
3 State of Florida, and has its principal place of business at 1111 Lincoln Road,  
4 Miami Beach, Florida 33139. Upon information and belief, RSM controls Bad  
5 Bunny's music publishing rights in the Infringing Composition and other musical  
6 compositions written or co-written by Bad Bunny, and, as detailed further below,  
7 has purposefully sought out and entered into business relationships with entities  
8 headquartered and individuals residing in the State of California, including, without  
9 limitation, UMC, which administers RSM's interests in the Infringing Composition  
10 and other musical compositions.

11 12. Orchard Enterprises NY, Inc. is a corporation organized under the laws  
12 of the State of New York, and has its principal place of business at 23 East 4th  
13 Street, No. 3, New York, New York 10003. Orchard Enterprises NY, Inc. is a  
14 leading music distributor that, upon information and belief, has purposefully sought  
15 out and entered into distribution agreements with numerous recording artists and  
16 companies in the State of California, and maintains an office with several  
17 employees in Los Angeles, California. Orchard Enterprises NY, Inc. distributes the  
18 Infringing Recording, Infringing Album, and Infringing Video, including pursuant  
19 to licensing agreements entered into with various California-based and other digital  
20 platforms.

21 13. Orchard Enterprises LLC is a limited liability company organized  
22 under the laws of the State of California, and has its principal place of business at  
23 18960 Ventura Blvd., #445, Tarzana, California 91356. Upon information and  
24 belief, Orchard Enterprises LLC is an agent of Orchard Enterprises NY, Inc.

25 14. Torres is an individual who, upon information and belief, resides in  
26 Los Angeles, California, and co-wrote the Infringing Composition with Bad Bunny  
27 and Borrero, and co-produced the Infringing Recording with Borrero. Upon  
28 information and belief, and as detailed further below, Torres has purposefully



1 sought out and entered into business relationships with entities headquartered in the  
2 State of California, including, without limitation, SOU, which controls Torres's  
3 interests in the Infringing Composition and other musical compositions.

4 15. Creative Park is an entity whose legal form is currently unknown to  
5 Plaintiffs, but, upon information and belief, is wholly owned and controlled by  
6 Torres, and is entitled to and has received royalties generated by exploitations of  
7 the Infringing Composition. Upon information and belief, and as detailed further  
8 below, Creative Park has purposefully sought out and entered into business  
9 relationships with entities headquartered in the State of California, including,  
10 without limitation, SOU, which controls Creative Park's interests in the Infringing  
11 Composition and other musical compositions.

12 16. Borrero is an individual who, upon information and belief, resides in  
13 Los Angeles, California, and co-wrote the Infringing Composition with Bad Bunny  
14 and Torres, and co-produced the Infringing Recording with Torres. Upon  
15 information and belief, and as detailed further below, Borrero has purposefully  
16 sought out and entered into business relationships with various entities  
17 headquartered in the State of California, including, without limitation, W-T, which  
18 controls Borrero's interests in the Infringing Composition and other musical  
19 compositions.

20 17. UMC is a corporation organized under the laws of the State of  
21 Delaware, and has its principal place of business at 2100 Colorado Avenue, Santa  
22 Monica, California 90404.

23 18. SOU is a corporation organized under the laws of the State of  
24 California, and has its principal place of business at 2100 Colorado Avenue, Santa  
25 Monica, California 90404.

26 19. Spotify is a corporation organized under the laws of the State of  
27 Delaware, and has its principal place of business at 4 World Trade Center, 150  
28 Greenwich Street, New York, New York 10007. Spotify is registered with the

1 Secretary of State of the State of California to conduct business in the jurisdiction,  
 2 and maintains what it describes as a “major hub” with hundreds of employees at its  
 3 150,000 square foot campus at 555 Mateo Street, Los Angeles, California 90013.

4 20. W-T is a corporation organized under the laws of the State of  
 5 California, and has its principal place of business at 777 South Santa Fe Avenue,  
 6 Los Angeles, California 90021.

7 21. Apple is a corporation organized under the laws of the State of  
 8 California, and has its principal place of business at One Apple Park Way  
 9 Cupertino, California 95014.

10 22. Plaintiffs do not know the names and/or role(s) in the wrongdoing at  
 11 issue of the defendants identified as Does 1 through 10, and, therefore, sue them  
 12 using such designations. Plaintiffs will seek to amend this Complaint to identify  
 13 these defendants when Plaintiffs learn of their names and role(s) in the wrongdoing  
 14 at issue.

15 23. Upon information and belief, at all times relevant to this Complaint,  
 16 each of the Defendants acted as an agent for the other Defendants, acted within the  
 17 scope of such agency, and actively participated in the conduct alleged herein and/or  
 18 ratified such conduct knowing that it violated Plaintiffs’ legal rights.

### 19 **JURISDICTION AND VENUE**

20 24. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§  
 21 1331 and 1338(a) because the claim alleged herein arises under the Copyright Act  
 22 of 1976, 17 U.S.C. §§ 101 *et seq.*

23 25. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and/or  
 24 1400 because at least one defendant resides or may be found in this District, and  
 25 because a substantial part of the events or omissions giving rise to the claim  
 26 occurred in this District.

27 26. Each defendant is subject to personal jurisdiction in the State of  
 28 California because, as detailed herein, each defendant is domiciled in the State or



1 the claims herein relate to or arise out of activities that each of them purposefully  
 2 directed toward or conducted in the State, and because the exercise of personal  
 3 jurisdiction over each of them is just and reasonable.

#### 4 **FACTUAL BACKGROUND**

##### 5 **The Relationships Between and Among the Defendants and Third Parties**

6 27. Upon information and belief, The Orchard, entered into one or more  
 7 agreements with Rimas and/or Bad Bunny, pursuant to which The Orchard obtained  
 8 the worldwide rights, among other things, to distribute and otherwise commercially  
 9 exploit, and authorize its affiliates and/or third parties to distribute and  
 10 commercially exploit, the Infringing Recording, the Infringing Video, the  
 11 Infringing Album (and other sound recordings and music videos by Bad Bunny), in  
 12 exchange for collecting, accounting to, and paying Rimas and/or Bad Bunny  
 13 royalties from all such activities. At no time did The Orchard, Rimas, or Bad  
 14 Bunny seek or obtain Plaintiffs' consent to engage in any of those activities in  
 15 connection with the Infringing Recording, the Infringing Video, or the Infringing  
 16 Album. Upon information and belief, The Orchard distributed and otherwise  
 17 commercially exploited, and authorized its affiliates and third parties around the  
 18 world to distribute and/or commercially exploit, the Infringing Recording, the  
 19 Infringing Video, and the Infringing Album, and accounted and paid royalties to  
 20 Rimas and/or Bad Bunny, and retained distribution fees and other monies and  
 21 authorized its affiliates and third parties around the world to retain fees and/or other  
 22 monies, in connection with all such activities.

23 28. Upon information and belief, UMC entered into one or more  
 24 agreements with RSM and/or Bad Bunny, pursuant to which UMC obtained the  
 25 worldwide rights, among other things, to commercially exploit, and authorize its  
 26 affiliates and/or third parties to commercially exploit, the Infringing Composition  
 27 (and other musical composition written or co-written by Bad Bunny), in exchange  
 28 for collecting, accounting to, and paying RSM and/or Bad Bunny royalties from all

1 such activities. At no time did UMC, RSM, or Bad Bunny seek or obtain Plaintiffs'  
2 consent to engage in any of those activities in connection with the Infringing  
3 Composition. Upon information and belief, UMC commercially exploited, and  
4 authorized its affiliates and third parties around the world to commercially exploit,  
5 the Infringing Composition, and accounted and paid royalties to RSM and/or Bad  
6 Bunny, and retained administration fees and other monies and authorized its  
7 affiliates and third parties around the world to retain fees and/or other monies, in  
8 connection with all such activities.

9 29. Upon information and belief, prior to the commercial release of the  
10 Infringing Works, RSM and/or Bad Bunny entered into an agreement with GMR, a  
11 preeminent performing rights organization headquartered in Los Angeles,  
12 California, pursuant to which GMR obtained the worldwide right to collect public  
13 performance royalties generated by commercial exploitations of the Infringing  
14 Composition and other musical compositions written or co-written by Bad Bunny,  
15 in exchange for accounting to, and paying RSM and/or Bad Bunny its and/or his  
16 share(s) of such royalties.

17 30. Upon information and belief, SOU entered into one or more  
18 agreements with Torres and/or Creative Park, pursuant to which SOU obtained the  
19 worldwide rights, among other things, to commercially exploit, and authorize its  
20 affiliates and/or third parties to commercially exploit, the Infringing Composition  
21 (and other musical composition written or co-written by Torres), in exchange for  
22 collecting, accounting to, and paying Torres and/or Creative Park royalties from all  
23 such activities. At no time did SOU, Torres, or Creative Park seek or obtain  
24 Plaintiffs' consent to engage in any of those activities in connection with the  
25 Infringing Composition. Upon information and belief, SOU commercially  
26 exploited, and authorized its affiliates and third parties around the world to  
27 commercially exploit, the Infringing Composition, and accounted and paid royalties  
28 to Torres and/or Creative Park, and retained administration fees and other monies

1 and authorized its affiliates and third parties around the world to retain fees and/or  
2 other monies, in connection with all such activities.

3 31. Upon information and belief, W-T entered into one or more  
4 agreements with Borrero, pursuant to which it obtained the worldwide rights,  
5 among other things, to commercially exploit, and authorize its affiliates and/or third  
6 parties to commercially exploit, the Infringing Composition (and other musical  
7 compositions written or co-written by Borrero), in exchange for collecting,  
8 accounting to, and paying Borrero royalties from all such activities. At no time did  
9 W-T or Borrero seek or obtain Plaintiffs' consent to engage in any of those  
10 activities with respect to the Infringing Composition. Upon information and belief,  
11 W-T commercially exploited, and authorized its affiliates and third parties around  
12 the world to exploit commercially, the Infringing Composition, and accounted and  
13 paid royalties to Borrero, and retained administration fees and/or other monies, and  
14 authorized its affiliates and third parties around the world to retain fees and/or other  
15 monies, in connection with all such activities.

16 32. Upon information and belief, The Orchard, directly or through its  
17 parent company, Sony Music Entertainment ("SME"), entered into separate license  
18 agreements with Spotify, Apple, and other digital service providers. Upon  
19 information and belief, such agreements authorized Spotify, Apple and other digital  
20 service providers to distribute worldwide on their respective platforms all sound  
21 recordings and music videos controlled by The Orchard, including, without  
22 limitation, the Infringing Recording, the Infringing Album, and the Infringing  
23 Video, in exchange for substantial fees and undertakings to provide periodic  
24 accountings to The Orchard or SME reflecting the number of streams, downloads,  
25 or other exploitations, if any, that such sound recordings and music video had on  
26 their respective platforms around the world during the time period covered by the  
27 periodic accountings. Upon information and belief, The Orchard relies on such  
28 accountings to calculate and pay royalties to Rimas and/or Bad Bunny, and to

1 calculate The Orchard's own fees and any other compensation, for all streams,  
2 downloads, and any other exploitations of the Infringing Recording, Infringing  
3 Album, and/or Infringing Video on Spotify and Apple's platforms and on other  
4 digital service providers' platforms around the world. At no time did The Orchard,  
5 SME, Spotify, Apple, or any other digital service providers seek or obtain  
6 Plaintiffs' consent to engage in any of the foregoing activities in connection with  
7 the Infringing Recording, the Infringing Album, or the Infringing Video.

8 33. Upon information and belief, UMPG and W-T (directly or through its  
9 parent company, Warner Chappell, Inc.) entered into separate license agreements  
10 with Spotify, Apple, and other digital service providers. Upon information and  
11 belief, such agreements authorized Spotify, Apple, and other digital service  
12 providers to distribute and otherwise commercially exploit worldwide on their  
13 respective platforms all musical compositions controlled in whole or in part by  
14 UMPG and W-T, including, without limitation, the Infringing Composition and  
15 other musical compositions embodied in the Infringing Album and Infringing  
16 Video, in exchange for substantial fees and undertakings to provide periodic  
17 accountings reflecting, and royalty payments based on, the number of streams,  
18 downloads, or other exploitations, if any, each such musical composition had on  
19 their respective platforms worldwide during the time period covered by the periodic  
20 accountings. Upon information and belief, UMPG and W-T use such periodic  
21 accountings to determine the amount of such royalty payments that they will retain  
22 for their own benefit, and the amount they will pay through to Bad Bunny and/or  
23 RMS, Torres, and Borrero, as applicable, for all streams, downloads, and any other  
24 exploitations of the Infringing Composition and other musical compositions  
25 embodied in the Infringing Album and/or the Infringing Video on Spotify and  
26 Apple's platforms and on other digital service providers' platforms around the  
27 world. At no time did UMPG, W-T, Spotify, Apple, or any other digital service  
28 providers seek or obtain Plaintiffs' consent to engage in any of the foregoing

1 activities in connection with the Infringing Composition.

2 34. Upon information and belief, sometime prior to 2022, Rimas and/or  
3 Bad Bunny sought out and entered into an agreement with non-party UTA, a talent  
4 agency headquartered in Beverly Hills, California, pursuant to which, among other  
5 things, UTA negotiated, among other things, the terms of concert appearances by  
6 Bad Bunny during the 2022 Tour.

7 35. Upon information and belief, Rimas controls the rights to Bad Bunny's  
8 recording and live performance services, among other rights, and, together with  
9 Bad Bunny, entered into an agreement with non-party Live Nation, a concert  
10 promoter and venue owner headquartered in Beverly Hills, California, pursuant to  
11 which, among other things, Live Nation undertook to promote the concerts  
12 comprising the 2022 Tour, including those in Oakland, Los Angeles, and San  
13 Diego, California at one or more of which he performed the Infringing Works.  
14 Upon information and belief, Rimas and Bad Bunny and/or their agents, together  
15 with Live Nation and UTA, selected the cities in which those concerts took place,  
16 and chose to have five concerts in California in three geographically distinct  
17 locations in order to maximize the number of fans who would be able to attend and  
18 the amount of revenues the concerts would generate there and overall for the 2022  
19 Tour. The California shows were a resounding success, generating approximately  
20 \$62 million in gross revenues, as detailed further below.

21 36. Upon information and belief, Bad Bunny played a total of 21 dates on  
22 the United States leg of the 2022 Tour. Upon information and belief, five of those  
23 dates were in California, the largest number of dates that Bad Bunny played in any  
24 single state during that leg.

### 25 **The Extraordinary Success of the Infringing Album and the 2022 Tour**

26 37. The Infringing Album and 2022 Tour were extraordinarily successful.

27 38. The Infringing Album debuted, and for approximately three months  
28 remained, at the top of the *Billboard* charts, going on to become Billboard's best-

1 performing album of 2022.

2 39. According to *Billboard*, the Infringing Album “had a blockbuster  
3 streaming debut, [bowing] with 261,000 SEA units – totaling 356.66 million on-  
4 demand official streams for its songs in its first week. That’s the largest streaming  
5 week ever for a Latin album, the biggest streaming week of 2022 for any album of  
6 any genre[.]”

7 40. At the end of 2022, Spotify reported that the Infringing Album “topped  
8 the world’s most-streamed album list”, significantly contributing to the more than  
9 18.5 billion streams that Bad Bunny generated on the platform in 2022, and his title  
10 as Spotify’s top artist of the year.

11 41. The Infringing Album was the most popular Latin album of all time on  
12 Apple Music at the time of its release, earning the record for first-day and first  
13 week streams worldwide. The Infringing Album went on to become the platform’s  
14 most streamed album of 2022, leading to Bad Bunny’s recognition as Apple  
15 Music’s Artist of the Year.

16 42. Upon information and belief, the worldwide distribution and  
17 commercial exploitation of the Infringing Album and other Infringing Works have  
18 generated tens of millions of dollars in revenues for the Defendants, a portion of  
19 which is attributable to the unauthorized use of Plaintiffs’ Works, and, as such,  
20 constitutes recoverable damages.

21 43. The Infringing Album received widespread critical praise, earning  
22 spots at or near the top of several “best album of the year” lists, including those  
23 published by *Time* (No. 1), *Rolling Stone* (No. 2), *Los Angeles Times* (No. 3), and  
24 *Pitchfork* (No. 5).

25 44. The Infringing Album garnered multiple awards, including the  
26 *Grammy* for Best Música Urbana Album; the *Billboard* Music Award for Best  
27 Latin Album; and the American Music Award for Favorite Latin Album. The  
28 Infringing Album also received a *Grammy* nomination for Album of the Year; an



1 MTV Video Music Award nomination for Album of the Year; and a Rolling Stone  
2 en Español Awards nomination for Album of the Year.

3 45. Pollstar, a leading music industry publication, named the 2022 Tour  
4 “2022’s Top Tour”, highlighting that “Bad Bunny set the record for a two-show  
5 concert gross by a solo headliner, making nearly \$31.5 million at SoFi Stadium in  
6 Inglewood, California, on Sept. 30 and Oct. 1[, 2022].” Pollstar also reported that  
7 “[w]ith an average of \$15.7 million for each show at the venue, Bad Bunny has the  
8 second- and third-highest gross ever for a single concert, according to box office  
9 sales figures reported during the Pollstar Era that goes back four decades.”

10 46. Upon information and belief, in addition to the \$31.5 million in gross  
11 revenues from the two SoFi Stadium shows, Bad Bunny generated nearly \$31  
12 million in gross revenues from his concerts in Oakland and San Diego, California,  
13 giving him a total of approximately \$62 million from the five California shows he  
14 played during the 2022 Tour.

15 47. According to Pollstar, the 2022 Tour as a whole “grossed  
16 \$269,334,411 and sold an astounding 1,378,908 tickets across 31 shows from Aug.  
17 5-Nov. 16[, 2022].” A portion of this gross is attributable to the unauthorized use  
18 of Plaintiffs’ Works, and, as such, constitutes recoverable damages.

### 19 **FIRST CLAIM FOR RELIEF**

#### 20 **(Infringement of the Copyright in the Original Composition)** 21 **(On Behalf of All Plaintiffs Against All Defendants)**

22 48. Plaintiffs refer to and reallege each and every allegation in paragraphs  
23 1 through 47 above as if fully set forth herein.

24 49. The Original Composition is an original work of authorship for which  
25 the U.S. Copyright Office issued Plaintiffs registration PA 2-425-446. Dera and  
26 Empawa, respectively, are the owner and exclusive licensee of all right, title and  
27 interest in and to the Original Composition, including, without limitation, the U.S.  
28 and worldwide copyrights therein.

1           50. Each of the Defendants has infringed the copyright in the Original  
 2 Composition by engaging in one or more of the following activities, among others,  
 3 without seeking or obtaining Plaintiffs' consent to do so: (i) preparing new works  
 4 derived from the Original Composition by incorporating the Original Composition  
 5 in the Infringing Works; (ii) reproducing and/or distributing the Original  
 6 Composition in phonorecords embodying the Infringing Recording; and (iii)  
 7 performing publicly the Original Composition.

8           51. Each of the foregoing activities violates Plaintiffs' exclusive rights in  
 9 the Original Composition under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*,  
 10 entitling them to recover from Defendants the damages they have suffered and will  
 11 suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants  
 12 have obtained as a result of their wrongdoing.

## 13           **SECOND CLAIM FOR RELIEF**

### 14           **(Infringement of the Copyright in the Original Recording)** 15           **(On Behalf of Empawa Against All Defendants)**

16           52. Plaintiffs refer to and reallege each and every allegation in paragraphs  
 17 1 through 47 above as if fully set forth herein.

18           53. The Original Recording is an original work of authorship for which the  
 19 U.S. Copyright Office issued Empawa registration SR 976-586. Empawa owns all  
 20 right, title and interest in and to the Original Recording, including, without  
 21 limitation, the U.S. and worldwide copyrights therein.

22           54. Each of the Defendants has infringed the copyright in the Original  
 23 Recording by engaging in one or more of the following activities, among others,  
 24 without seeking or obtaining Empawa's consent to do so: (i) preparing new works  
 25 derived from the Original Recording by sampling and otherwise incorporating the  
 26 Original Recording in the Infringing Recording, Infringing Album, and Infringing  
 27 Video; (ii) reproducing and/or distributing the Original Recording in phonorecords  
 28 embodying the Infringing Recording; and (iii) publicly performing the Original

1 Recording by means of digital audio transmission.

2 55. Each of the foregoing activities violates Empawa's exclusive rights in  
3 the Original Recording under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*,  
4 entitling Empawa to recover from Defendants the damages it has suffered and will  
5 suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants  
6 have obtained as a result of their wrongdoing.

### 7 **THIRD CLAIM FOR RELIEF**

#### 8 **(Infringement of the Copyright in the Second Composition)** 9 **(On Behalf of All Plaintiffs Against All Defendants)**

10 56. Plaintiffs refer to and reallege each and every allegation in paragraphs  
11 1 through 47 above as if fully set forth herein.

12 57. The Second Composition is an original work of authorship for which  
13 the U.S. Copyright Office issued Plaintiffs registration PA 2-425-442. Plaintiffs  
14 co-own all right, title and interest in and to the Second Composition, including,  
15 without limitation, the U.S. and worldwide copyrights therein. Empawa also is the  
16 exclusive licensee of all such right, title, and interest owned by Dera.

17 58. Each of the Defendants has infringed the copyright in the Original  
18 Composition by engaging in one or more of the following activities, among others,  
19 without seeking or obtaining Plaintiffs' consent to do so: (i) preparing new works  
20 derived from the Second Composition by incorporating the Original Composition in  
21 the Infringing Works; (ii) reproducing and/or distributing the Second Composition  
22 in phonorecords embodying the Infringing Recording; and (iii) performing publicly  
23 the Second Composition.

24 59. Each of the foregoing activities violates Plaintiffs' exclusive rights in  
25 the Second Composition under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*,  
26 entitling them to recover from Defendants the damages they have suffered and will  
27 suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants  
28 have obtained as a result of their wrongdoing.

**FOURTH CLAIM FOR RELIEF**

**(Infringement of the Copyright in the Second Recording)  
(On Behalf of Empawa Against All Defendants)**

60. Plaintiffs refer to and reallege each and every allegation in paragraphs 1 through 47 above as if fully set forth herein.

61. The Second Recording is an original work of authorship for which the U.S. Copyright Office issued Empawa registration SR 973-867. Empawa owns all right, title and interest in and to the Second Recording, including, without limitation, the U.S. and worldwide copyrights therein.

62. Each of the Defendants has infringed the copyright in the Second Recording by engaging in one or more of the following activities, among others, without seeking or obtaining Empawa's consent to do so: (i) preparing new works derived from the Second Recording by sampling and otherwise incorporating the Second Recording in the Infringing Recording, Infringing Album, and Infringing Video; (ii) reproducing and/or distributing the Second Recording in phonorecords embodying the Infringing Recording; and (iii) publicly performing the Second Recording by means of digital audio transmission.

63. Each of the foregoing activities violates Empawa's exclusive rights in the Second Recording under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*, entitling Empawa to recover from Defendants the damages it has suffered and will suffer, and all profits, gains, and benefits, both direct and indirect, that Defendants have obtained as a result of their wrongdoing.

**PRAYER**

**WHEREFORE**, Plaintiffs pray for judgment as follows:

1. On the First Claim for Relief for infringement of the copyright in the Original Composition, that each of the Defendants be required (a) to pay Plaintiffs the damages they have suffered as a result of such infringement, including, without limitation, any diminishment in the value of the Original Composition and the fair

1 market licensing fees to which they are entitled for the use of the Original  
2 Composition in the Infringing Works; and (b) to credit Plaintiffs for their  
3 contributions to the Infringing Works, and account and pay them for all past and  
4 future profits, gains, and benefits, both direct and indirect, that Defendants have  
5 obtained and will obtain as a result of their wrongdoing, which publicly-available  
6 information suggests is no less than \$25 million.

7         2. On the Second Claim for Relief for infringement of the copyright in  
8 the Original Recording, that each of the Defendants be required (a) to pay Empawa  
9 the damages it has suffered as a result of such infringement, including, without  
10 limitation, any diminishment in the value of the Original Recording and the fair  
11 market licensing fees to which it is entitled for the use of the Original Recording in  
12 the Infringing Works; and (b) to credit Plaintiffs for their contributions to the  
13 Infringing Works, and account and pay Empawa for all past and future profits,  
14 gains, and benefits, both direct and indirect, that Defendants have obtained and will  
15 obtain as a result of their wrongdoing, which publicly-available information  
16 suggests is no less than \$25 million.

17         3. On the Third Claim for Relief for infringement of the copyright in the  
18 Second Composition, that each of the Defendants be required (a) to pay Plaintiffs  
19 the damages they have suffered as a result of such infringement, including, without  
20 limitation, any diminishment in the value of the Second Composition and the fair  
21 market licensing fees to which they are entitled for the use of the Second  
22 Composition in the Infringing Works; and (b) to credit Plaintiffs for their  
23 contributions to the Infringing Works, and account and pay them for all past and  
24 future profits, gains, and benefits, both direct and indirect, that Defendants have  
25 obtained and will obtain as a result of their wrongdoing, which publicly-available  
26 information suggests is no less than \$25 million.

27         4. On the Fourth Claim for Relief for infringement of the copyright in the  
28 Second Recording, that each of the Defendants be required (a) to pay Empawa the

1 damages it has suffered as a result of such infringement, including, without  
2 limitation, any diminishment in the value of the Second Recording and the fair  
3 market licensing fees to which it is entitled for the use of the Second Recording in  
4 the Infringing Works; and (b) to credit Plaintiffs for their contributions to the  
5 Infringing Works, and account and pay Empawa for all past and future profits,  
6 gains, and benefits, both direct and indirect, that Defendants have obtained and will  
7 obtain as a result of their wrongdoing, which publicly-available information  
8 suggests is no less than \$25 million.

9 5. For pre-judgment and post-judgment interest on all sums awarded;

10 6. For Plaintiffs' cost of suit and attorney's fees; and

11 7. For such other and further relief as the Court deems just and proper.

12 Dated: May 2, 2025

MANATT, PHELPS & PHILLIPS, LLP

13  
14 By: /s/ Robert A. Jacobs

15 Robert A. Jacobs

16 Sarah E. Moses

Andrea D. Gonzalez

17 *Attorney for Plaintiffs*

18 EMPAWA AFRICA MUSIC SERVICES

LIMITED and EZEANI CHIDERA GODFREY

19 p/k/a DERA  
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**DEMAND FOR JURY TRIAL**

Plaintiffs EMPAWA AFRICA MUSIC SERVICES LIMITED and EZEANI CHIDERA GODFREY p/k/a DERA respectfully demand a trial by jury.

Dated: May 2, 2025

MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Robert A. Jacobs

Robert A. Jacobs

Sarah E. Moses

Andrea D. Gonzalez

*Attorney for Plaintiffs*

EMPAWA AFRICA MUSIC SERVICES

LIMITED and EZEANI CHIDERA GODFREY

p/k/a DERA